

White Sails Yacht Pte Ltd
3 Gambas Crescent
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Singapore 757088



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Tel: 86617600

Charter Agreement

The Charter Agreement must be completed in full & received by White Sails Yacht Pte Ltd **before the charter can depart!**

This Agreement is made between the following parties: **White Sails Yacht Pte Ltd (hereinafter referred to as Owner/White Sails) AND**

Name:

Address:

Mobile Phone:

Nationality:

Email:

(Hereinafter referred to as the **Charterer**)

CHARTER

1. Bookings are subject to vessel availability.
2. Charter rates apply to cruises within Singapore waters and based on standard itineraries specified by White Sails Yacht Pte Ltd.
3. Special itineraries and deviation from standard itineraries may be tailored to suit the Charterer needs on request. Additional FUEL charges will apply.
4. Activities arranged within the itineraries are subject to change.
5. Additional charges apply for cruising out of Singapore waters.
6. If the vessel you've booked for is SunRider or SunLight, the embarkation and disembarkation point will be at Marina at Keppel Bay.
7. If the vessel you've booked for is SunRise, the embarkation and disembarkation point will be at One15 Marina.
8. The vessel must be returned to the disembarkation point by the stipulated time. If the Vessel is not returned on time, the Charterer is liable to pay:
 - a. Minimum charge of S\$100 (Mon-Thu), S\$150 (Fri-Sun) or \$200 (Eve/Public Holiday) for any overrun of less than an hour or part there of plus
 - b. Any loss sustained by White Sails for not being able to meet its other chartering obligations.
9. The charter only includes a two-way trip to/from the Marina.

Signed by Charterer: _____
Date:

Signed By White Sails Yacht Pte Ltd:

FOOD AND BEVERAGES

10. Charter rates exclude Food and Beverages. A selection of menus with non-alcoholic refreshments is available on request. Drink (wine, alcohol) packages are also available on request. Food Menu is also available upon request! No drinks/food sold onboard, all needs to be preordered!
11. Food & Beverages should be pre-ordered at least 7 days prior to the day of charter.

PAYMENT

12. Payment must be made either in:
 - a. Cash
 - b. PayNow 81808008 or UEN: 201133424W
 - c. Credit Card via website _____

CANCELLATION OF CHARTER

13. Strictly no refunds for cancellations, only postponements are allowed.
14. For cancellations made 7 days or more before the day of charter, the booking can be postponed to another date within 1 month of the original booking. A change of date fee of \$100 applies.
15. For cancellations made 3-5 days before the day of charter, the booking can be postponed within 1 month of the original booking. A change of date fee of \$200 applies.
16. For cancellations made 48 hours and less before the day of charter, the booking cannot be postponed and will be considered as no-show.

FUEL USAGE

17. Fuel & Utilities are included for cruises on standard itineraries within Singapore waters only.

INSURANCE

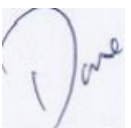
18. All charter vessels carry their own limited insurance.
19. Personal insurance is recommended to be undertaken by the Charterer and/or his guests to cover accidents, losses, death etc.

UNFORSEEN EVENTS

20. Charter may not be cancelled due to adverse weather and sea conditions unless otherwise determined by White Sails Yacht Pte Ltd. In the event of such cancellation, the Charterer may change the date of the charter.
21. White Sails Yacht Pte Ltd reserves the right to cancel the charter due to unforeseen circumstances such as vessel breakdown. In the event of such cancellation, the Charterer may change the date of the charter. White Sails also reserves the right to substitute for another vessel and continue with the charter as planned. No refunds will be allowed.
22. The Charterer and guests board the vessel at their own risk. White Sails will not accept any liability whatsoever for any death, injury, damage, or loss of personal items while Charterer

Signed by Charterer: _____
Date:

Signed By White Sails Yacht Pte Ltd:





and/or guests are/is on board the vessel or surrounding environment; example pontoon, dockside, etc.

23. The Captain reserves the right to cancel the charter with no refunds if the Charterer and/or guests are deemed to act in unruly and uncooperative behaviour which may endanger himself/herself, crew, guests or the vessel.
24. In case of bad weather while at sea, all activities will be stopped and yacht may return to marina if safety of passengers is at risk, no refunds for unused hours.

VESSEL RULES

25. No cooking or barbecuing on board unless otherwise authorised by White Sails.
26. Pets are allowed on board. We charge \$80 per pet. Limited to 2 pets per trip.
27. No shoes onboard to keep the white floor deck clean for all.
28. Smoking is allowed at designated spots after the engines are shut down.
29. Red wine is not allowed on board due to staining properties if spilled. If permission is given, Charterer must take responsibility for spillage & compensate White Sails for the stain removal or replacement of carpet or painting of white deck. A deposit of \$300 will be required when bringing red wine onboard. This deposit will be returned, provided no spillage occurs. If spillage occurs, the \$300 will be used as cleaning fees.
30. All persons on board must follow the instructions of the Captain. Any person who is unruly or causes nuisance or a danger to himself and other persons on board during the charter can be prevented from boarding, offloaded at any point during the charter or confined as the Captain deems fit.
31. The Captain and crew may disallow any persons deemed as being affected by alcohol from boarding a charter. Any persons deemed as being intoxicated during a charter can be offloaded at any point during the charter. It is the responsibility of the Charterer to manage the consumption of alcohol by his guests.
32. Underage drinking is an offence, and all persons must have valid ID on the commencement of any said charter.
33. Minors, aged 16 and below, must be always accompanied by an adult.
34. Any persons taking drugs or any illegal gambling activities while on charter will be reported and handed over to the authorities.
35. The vessel shall be used solely as a pleasure craft for the sole and proper use of the Charterer and/or his guests and shall not be used to transport any merchandise or carry passengers for pay, or race or engage in any trade or in any way violate the laws of Singapore or of any government within the jurisdiction of which the vessel may be subject to at any time and shall comply with all other respects.
36. The Charterer shall not sub-charter the vessel without written consent from White Sails.
37. The Charterer and/or his guests must also comply with all rules and regulations of the embarkation and disembarkation points/Marina.
38. The Charterer will be held liable for any loss, injuries and damages to White Sails, the vessel, other persons, surrounding environment, etc. if injuries or damages are caused due to negligence of the Charterer or his guests (including but not limited to loss of charter) that White Sails Yacht

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Date:

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Pte Ltd may suffer due to vessel not being able to meet its other charter obligations or for charter during the repair period.

39. The Charterer shall at all times indemnify White Sails from any claims, demands, losses, costs, expenses, actions, judgments and liabilities whatsoever made upon White Sails in connection with any loss of life, personal injury and/or misuse, loss or damage to the vessel, its equipment therein or arising from or as a result of any defect in, failure of, breakdown, malfunction, explosion or suspension of equipment and/or services, or through any way owing to the spread of fire or smoke, overflow or leakage of water, including storm or rain water, on/from the vessel or thereof due to the default or negligence on the part of Charterer and/or his guests on the vessel.
40. White Sails will be responsible for any negligence or any other acts of its employee or crew during the charter, that may result in the loss or damage or injury to the Charterer and/or his guests. White Sails' liability shall not exceed the charter rate paid by the Charterer or amount paid out and received by White Sails under any insurance for that incident, whichever is higher.
41. The charterer agrees and allows photos of the trip to be used for marketing purposes.

CREW ONBOARD

42. One Captain and one crew member will be provided for the charter. The Charterer and/or his guests shall NOT be allowed to helm the vessel.
43. No lifeguard is provided. The Charterer and/or his guests will be swimming and engaging in water sports activities, etc. at their own risk.

DAMAGES TO WATER TOYS AND FOOD/DRINK SPILLAGES

44. All water toys are given to Charterer in good working condition. These are to be handled with care and returned to White Sails in the same working condition without damage.
45. The Charterer and/or his guests agrees to indemnify White Sails for damage caused to the water toys to a maximum limit of SGD\$800.
46. If a Spillage and/or a Toilet chokage occurs a fee of \$300 will be collected from the Charterer to clear the chokage/spillage.

GENERAL

47. The Management of White Sails reserves the right to change the terms, rates, and schedules of charters without prior notice. The Charterer will be notified of such changes prior to the charter.
48. If any of these terms and conditions shall be determined to be invalid, unlawful, or unenforceable, such terms, condition or provision shall be severed from the remaining terms, conditions and provisions, and the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
49. Headings are used for convenience only and shall not affect the construction or interpretation of these terms and conditions.
50. The Management of White Sails reserves the right to terminate the boat charter agreement with the Charterer by refunding the charter fee paid without any other costs or explanation.

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Date:

Signed By White Sails Yacht Pte Ltd:

